

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No.  P00001		3. Effective Date  2003DEC15		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By  TACOM WARREN BLDG 231 AMSTA-AQ-AHPB ARTHUR AIGELTINGER (586)574-8136 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: AIGELTIA@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)  DCMA CLEVELAND ADMIRAL KIDD CENTER. 555 EAST 88TH STREET BRATENAHL, OH 44108-1068		Code S3603A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  AERO CLASSICS LIMITED 1710 SAWMILL PARKWAY HURON, OH. 44839				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  DAAE07-03-D-N054	
TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13)  2003APR15	
Code IQJ31		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 2							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Termination for Default							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2008MAR30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WITTE WITTED@TACOM.ARMY.MIL (586)574-7196			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003DEC15	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-N054 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> AERO CLASSICS LIMITED		

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00001 TO GOVERNMENT CONTRACT DAAE07-03-D-N054

CONTRACT FOR:                                CORE ASSEMBLY, FLUID  
NSN:    2930-01-024-6706

PURPOSE OF THIS MODIFICATION:    TERMINATE THE CONTRACT FOR DEFAULT

- Government Contract DAAE07-03-D-N054 entered into by and between the UNITED STATES OF AMERICA (hereinafter called THE GOVERNMENT), represented by the Contracting Officer executing this document, and Aero-Classics, Limited (hereinafter called THE CONTRACTOR), dated April 15, 2003, is hereby Terminated in its entirety for Default.
- Such termination, in accordance with Clause I-55, FAR 52.249-8, entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE), will be effective immediately upon receipt of this NOTICE OF TERMINATION.
- The acts or omissions constituting the default consist of failure to deliver on the established delivery dates in Delivery Order 0001, which resulted in a Termination for Default for Government Contract DAAE07-03-D-N054, along with the resulting Termination for Default for all Delivery Orders issued under the basic terminated Contract.
- The above failure constitutes breach of the contract and is proper cause for default. The right of THE CONTRACTOR to proceed further with performance of the Contract is terminated.
- THE GOVERNMENT is terminating Government Contract DAAE07-03-D-N054 and all Delivery Orders issued against the basic Contract. As a result of this Termination for Default, CLINS 0011, 0012, 0013, 0014 and 0015, representing the First through the Fifth Ordering Years under DAAE07-03-D-N054, are hereby deleted.
- Pursuant to FAR 32.610(b)(3), THE CONTRACTOR is hereby notified that it may submit a proposal for deferment of collection, if immediate payment is not practicable, or if the amount is in dispute.
- Pursuant to FAR 32.610(b)(4), the Contracting Officer is identified as the responsible official designated for determining the amount of the debt and for its collection.
- The terminated quantities of this contract may be repurchased by THE GOVERNMENT against the account of THE CONTRACTOR, who will be held liable for any excess costs. Further, THE GOVERNMENT reserves all rights and remedies provided by law and under the Contract, in addition to those stated above.
- THE GOVERNMENT intends to take possession of all materials, parts and components belonging to this Contract and to set this progress payment inventory off against any unliquidated progress payments owed to THE GOVERNMENT, at a value to be determined by THE GOVERNMENT.
- This NOTICE OF TERMINATION constitutes a decision pursuant to the "Disputes" clause of the contract that THE CONTRACTOR is in default as hereby specified, and that the failures enumerated are not due to causes beyond the control of THE CONTRACTOR, but are within the fault or negligence of THE CONTRACTOR. As a result, the Contracting Officer finds and determines, as a final decision, that THE CONTRACTOR's failure to perform is not excusable.
- This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals (ASBCA).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-N054 <b>MOD/AMD</b> P00001	<b>Page</b> 3 <b>of</b> 4
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**Name of Offeror or Contractor:** AERO CLASSICS LIMITED

12. If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the ASBCA within ninety (90) days from the date you receive this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the Contract by number.

13. If any dispute resulting from the decision, hereinabove set forth, involves an amount which is \$10,000 or less, there is available, at the sole election of THE CONTRACTOR, a Small Claims (Expedited) Procedure under Rule 12 of the ASBCA. In order to invoke such procedure, the Contractor must request that the appeal be processed under Rule 12.

14. If any dispute resulting from the decision hereinabove set forth involves an amount not in excess of \$50,000, there is also available, at the sole election of THE CONTRACTOR, an Optional Accelerated Procedure of the Board (Rule 12). In order to invoke such procedure, THE CONTRACTOR must request that an appeal be processed under Rule 12.

15. Instead of appealing to the ASBCA, you may bring an action directly in the U.S. Court of Federal Claims (except as provided in the Contracts Disputes Act of 1978, 41 USC 603 regarding Maritime Contracts), within twelve (12) months of the date you receive this decision.

16. As a result of this Modification P00001 to Government Contract DAAE07-03-D-N054, the basic contract and all Delivery Orders issued under Government Contract DAAE07-03-D-N054 have been Terminated for Default. To prevent any ambiguity, THE GOVERNMENT has additionally issued individual Termination for Default Modifications to Delivery Orders 0001 through 0003.

\*\*\* END OF NARRATIVE A 002 \*\*\*

**Name of Offeror or Contractor:** AERO CLASSICS LIMITED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	(Deleted narrative A001)				
0011	<u>DELETED</u>				
	(Deleted narrative A002)				
0012	<u>DELETED</u>				
0013	<u>DELETED</u>				
0014	<u>DELETED</u>				
0015	<u>DELETED</u>				